

April 1, 2022

IN THE EVENT OF AN EMERGENCY: You must call *Ontime Care* immediately:

From Canada and the U.S., call TOLL
FREE

1-866-209-5804

From anywhere call COLLECT

+1-905-707-9555

Do not assume that someone will contact *Ontime Care* on *your* behalf. It remains *your* responsibility to ensure that *Ontime Care* has been contacted prior to receiving treatment or as soon as reasonably possible. If *you* fail to notify *Ontime Care*, coverage will be limited to 70% of eligible expenses to a maximum of \$150,000.

SECTION I: IMPORTANT NOTICE

1. Throughout this policy, words in italics have a specific meaning and are defined in SECTION II - DEFINITIONS.
 2. This insurance is designed to cover losses for *emergency* care only arising from sudden and unforeseeable circumstances. There is no coverage for ongoing treatment or care. (Please refer to SECTION VII - EXCLUSIONS #13.) It is important that *you* read and know *your* policy, as *your* coverage is subject to certain limitations and exclusions.
 3. A *pre-existing medical condition* exclusion applies to medical conditions and/or symptoms that existed prior to *your* trip. Check to see how this applies to *you* and how it relates to *your* effective date. In the event of an *accident, injury* or *sickness*, *your* prior medical history will be reviewed after a claim has been reported.
 4. All amounts are in Canadian currency, unless indicated otherwise.
- Please read this policy carefully.**

SECTION II: DEFINITIONS

THROUGHOUT THIS POLICY, DEFINED WORDS ARE IN ITALICS.

Accident means a sudden, unforeseen and unintentional event exclusively attributable to an external cause resulting in *injury*.

Administrator Company means JF Insurance Agency Group Inc., appointed by the Insurer to administer this JF Visitor to Canada Insurance plan.

Child(ren) means a dependent and unmarried *child* of the *Insured* or his/her *spouse*, who is at least 15 days old and under 21 years of age on the date of purchase, or a *child* of any age over 15 days who has a permanent physical impairment or a permanent mental deficiency on the date of purchase and who is dependent on *you* for support.

Country of Origin means the country for which the *Insured Person* holds a passport. Where the *Insured Person* holds more than one passport, the *country of origin* will be taken to mean the country that the *Insured Person* has declared on the application. Where a *family* is to be covered by the policy, there will be deemed to be one *country of origin* for the *family*, which will be the *country of origin* declared on the application.

Deductible means the amount (if applicable) in Canadian dollars, which the *Insured* must pay before any remaining eligible expenses are reimbursed under this policy. The *deductible* applies once per *Insured Person*, per covered trip. Note: The disappearing *deductible* (See Section IV – I. *Deductible*) will apply to each *sickness* related claim.

Emergency means that *you* require immediate *medical treatment* for the relief of acute pain or suffering resulting from an unexpected and unforeseen *sickness* or *injury* occurring while on a covered trip that such *medical treatment* cannot be delayed until *your* return to *your country of origin*.

Family means *you* and/or *your spouse* and *your child(ren)* when *your* names appear on the application or confirmation of insurance. Coverage dates are the same for all *family* members. All *family* members must live at the same address while in Canada.

Hospital means an institution which is designated as a *hospital* by law; which is staffed by one or more *physicians* at all times; which continuously provides nursing services by graduate registered nurses; which is primarily engaged in providing diagnostic services and/or medical and surgical treatment of a *sickness* or

injury in the acute phase, or active treatment of a chronic *sickness*; which has facilities for diagnosis, major surgery and in-patient care. The term *hospital* does not include convalescent, nursing, rest or skilled nursing facilities, whether separate from or part of a regular general *hospital*, or a facility operated mainly as a clinic, extended or palliative care facility rehabilitation facility, addiction treatment centre or health spa.

Hospitalization or Hospitalized means an *Insured* occupies a *hospital* bed for more than 24 hours for *medical treatment* and for which admission was recommended by a *physician* when *medically necessary*.

Immediate Family Member means *your* mother, father, sibling, *child*, *spouse*, grandparent, grandchild, aunt, uncle, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

Injury means unexpected and unforeseen harm to the body caused by an *accident*, occurring while on a covered trip and which requires immediate *emergency* treatment that is covered by this policy.

Insured, Insured Person, You, Your and Yourself means any eligible person who is named on the application or the confirmation of insurance.

Medical Treatment means any reasonable procedure which is medical, therapeutic or diagnostic in nature, which is *medically necessary* and which is prescribed by a *physician*. *Medical treatment* includes *hospitalization*, basic investigative testing, surgery, prescription medication (including prescribed as needed) or other treatment directly related to the *sickness*, *injury* or symptom.

Medically Necessary in reference to a given service or supply means such service or supply:

- a) is appropriate and consistent with the diagnosis according to accepted community standards of medical practice;
- b) is not experimental or investigative in nature;
- c) cannot be omitted without adversely affecting *your* condition or quality of medical care; and
- d) cannot be delayed until *your* return to *your country of origin*.

Ontime Care means *Ontime Care Worldwide Inc.*, the company appointed by the Insurer to provide *emergency* assistance and claims services.

Paramedical Practitioner means a legally qualified chiropractor, chiropractor, optometrist, osteopath, physiotherapist or podiatrist who is lawfully entitled to practice in the state, province or territory in which the treatment is provided, and who is practicing within the scope of his/her licensed authority. *Your paramedical*

practitioner must be a person other than *yourself* or an *immediate family member*.

Physician means a medical practitioner who is registered and licensed to practice in accordance with the regulations applying in the jurisdiction where the person practices. A *physician* must be a person other than *yourself* or an *immediate family member*.

Pre-Existing Medical Condition(s) means any medical condition, *sickness* or *injury* for which at any time prior to the effective date, *you* have experienced symptoms, *you* have received medical care, advice, investigation or *medical treatment*, *you* have been *hospitalized*, *you* have been prescribed (including prescribed as needed) or have taken medication, or *you* have undergone a medical surgical procedure.

Reasonable and Customary Costs means costs that are incurred for approved, eligible medical services or supplies and that do not exceed the standard fee of other providers of similar standing in the same geographical area, for the same treatment of a similar *sickness* or *injury*.

Sickness means a disease or disorder of the body which results in a sudden and unforeseen loss while this coverage is in effect. The *sickness* must be sufficiently serious to prompt a reasonably prudent person to consult a *physician* for the purpose of *medical treatment*.

Spouse means the person to whom *you* are legally married or with whom *you* have been residing with in a common-law relationship for at least the last 12 months.

Stable Pre-Existing Medical Condition means

- a) a condition which is under treatment and has been controlled by diet or consistent use of medication prescribed by a physician and for which in the 120 days prior to the effective date of this policy or the time of a recurrence of a subsequent *emergency* under the recurring *stable pre-existing medical condition* coverage there has been:
 - i. no new symptoms, more frequent or severe symptoms or symptoms which remain undiagnosed;
 - ii. no *hospitalization* or referral to a specialist;
 - iii. no change in treatment, medication or dosage (a reduction in dosage or an elimination of medication or treatment resulting from an improved health condition, approved by a *physician*, does not constitute a change in treatment, medication or dosage).
- b) a condition that existed more than 120 days prior to the effective date and which did not require treatment, as determined by a *physician*, during

the 120 days prior to the effective date of this policy.

Sum Insured means the maximum amount payable that *you* have selected at the time of purchase and paid for, or that applies to a given insurance coverage.

Terrorism means an ideologically motivated unlawful

act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any groups(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

SECTION III: ELIGIBILITY

To be eligible for coverage under this plan, the applicant must:

1. be a visitor to Canada, a person with a Canadian work visa or super visa, an immigrant to Canada or a Canadian resident, who is not eligible for a provincial or territorial government health insurance plan in Canada;
2. be at least 15 days of age on the date of purchase;
3. not be travelling against the medical advice of a *physician* and/or have been diagnosed with a terminal illness. A terminal illness means that *you*

have a medical condition that is cause for a *physician* to estimate that *you* have less than 6 months to live or for which palliative care has been received.

4. not have a kidney disease requiring dialysis;
5. not have congestive heart failure or require the use of home oxygen;
6. not be experiencing new or undiagnosed symptoms and/or know of any reason to seek medical attention.

Note: Your spouse and/or child(ren) must also meet all the criteria to be eligible

SECTION IV: INSURANCE AGREEMENT

A. The Contract

1. **This contract offers coverage up to the *sum insured* selected for *reasonable and customary costs* incurred as a result of a covered *emergency* during the coverage period for the Benefits listed in SECTION V - BENEFITS.** This policy, the application and the confirmation of insurance constitute *your* contract of insurance.
2. **Extra Injury Coverage** - If \$100,000 *sum insured* limit is purchased, this policy will include an additional \$50,000 of coverage for *reasonable and customary costs* incurred as a result of a covered *injury*. Any portion(s) of *your* claim(s) related to *sickness* will be subject to a maximum of \$100,000 less up to \$50,000 for any *injury*-related expenses paid.
3. The Insurer reserves the right to decline any application or any request for an extension of coverage.
4. The plan type purchased and the *sum insured* selected cannot be changed after the effective date indicated on *your* confirmation of insurance.
5. Only one policy can be issued to *you* and all premiums paid for any additional policy will be returned to *you*. When more than one policy of this form is issued by the Insurer and is in force with respect to *you* at the time of claim, only one

such policy, the earliest by effective date, will apply.

B. Duration of Coverage

1. The maximum period of coverage (including any extension(s)) is 365 days per policy.
2. A temporary visit to another country as part of *your* covered trip must:
 - a) Originate or terminate in Canada;
 - b) Not exceed 49% of *your* covered trip's duration;
 - c) Not be a temporary visit to *your country of origin*.

For a temporary visit to *your country of origin* coverage ceases and then resumes when *you* return to Canada provided *you* are still eligible for coverage.

3. **Effective Date** - Your insurance policy commences on the latest of:
 - a) the time and date *you* apply for and pay for this insurance;
 - b) 12:01 a.m. (local time) on the effective date as shown on *your* application or confirmation of insurance; or
 - c) the specific time and date of *your* arrival in Canada. Proof of *your* time and date of arrival may be required.

Exception: When this policy is purchased and

the required premium paid prior to leaving *your country of origin* and, provided the appropriate premium is paid, coverage will commence on the date of departure from *your country of origin* (date indicated on *your plane ticket*) for *your* uninterrupted trip to Canada.

4. Waiting Period

When coverage is purchased after *your* arrival in Canada, the following waiting periods apply:

a) Age 85 or under:

- i. If age 85 or under and coverage is purchased within 30 days after arrival in Canada, then in respect of any *sickness*, *you* will not be entitled to receive reimbursement for *sickness* or symptoms which manifested or were contracted or treated within 48 hours following the effective date of this policy.
- ii. If age 85 or under and coverage is purchased more than 30 days after *your* arrival in Canada, then in respect of any *sickness*, *you* will not be entitled to receive reimbursement for *sickness* or symptoms which manifested or were contracted or treated within 7 days following the effective date of this policy.

b) Age 86 or over:

- i. If age 86 or over and coverage is purchased at any time after *your* arrival in Canada, then in respect of any *sickness*, *you* will not be entitled to receive reimbursement for *sickness* or symptoms which manifested or were contracted or treated within 15 days following the effective date of this policy.

c) The Waiting Period may be waived if this policy:

- i. is purchased on, or prior to, the expiry date of an existing JF Visitor to Canada Insurance policy already issued by the *Administrator Company* to take effect on the day following such expiry date, provided no increase in the aggregate policy limit (*sum insured* option) or rate schedule change is applied for;
- ii. the *Administrator Company* specifically waives or modifies the waiting period in writing; or
- iii. if *you* have coverage with another Insurer during the first part of *your* trip in Canada, and *you* are purchasing this insurance after *your* arrival in Canada and there will be no gap in *your* coverage, *you* may request to have the waiting period waived. *You* must provide proof satisfactory to the *Administrator Company* that *you* have other coverage in force prior to purchasing this

policy and receive written approval from the *Administrator Company*.

5. Stable Pre-Existing Medical Condition Coverage

Stable pre-existing medical condition(s) are covered for *Insureds* if *you* have paid the required premium for the *stable pre-existing medical condition* coverage option on the date of purchase.

6. Recurring Stable Pre-Existing Medical Condition Coverage

If, after a covered *emergency*, *you* are advised by *Ontime Care* that *your emergency* is considered to have ended, and *Ontime Care* has not exercised its right to repatriate *you* to *your country of origin*, any subsequent recurrence of the medical condition will be covered, subject to all other policy limitations and exclusions, provided it is a *stable pre-existing medical condition* prior to the time of the subsequent *emergency*.

7. Expiry Date - Coverage under this plan terminates on the earliest of:

- a) 11:59 p.m. (local time) on the expiry date indicated on the application or policy confirmation;
- b) 11:59 p.m. (local time) on the date calculated by the Insurer, due to an incorrect premium payment;
- c) the date *you* become eligible for a provincial or territorial insurance plan in Canada;
- d) the date and time *you* leave Canada with no intention to return back to Canada during the policy period;
- e) the date and time *you* arrive in *your* country of origin for a temporary return to *your* country of origin with the intention of returning to Canada during the policy period (coverage ceases and resumes when *you* return to Canada provided *you* are still eligible for coverage, premium will not be refunded or re-issued).

C. Automatic Extension of Coverage - Upon notifying *Ontime Care*, coverage will be extended automatically, without additional premium, for up to 72 hours if *your* stay is prolonged beyond the period for which insurance has been purchased due to the following reasons:

- a) *you* are hospitalized due to an emergency on the expiry date indicated on *your* confirmation of insurance. *Your* coverage will remain in force as long as *you* are hospitalized and the 72-hour extension will commence upon

release from hospital;

- b) a late train, boat, bus, plane, or other vehicle in which you are a passenger causes you to miss your scheduled return to your country of origin, including by reason of inclement weather;
- c) the vehicle in which you are travelling is involved in a traffic accident or mechanical breakdown that prevents you from returning to your country of origin;
- d) you must delay your scheduled return to your country of origin because you are not deemed medically stable to travel by Ontime Care.
- e) Note: All claims incurred after the expiry date of your insurance policy must be supported by documented proof of the event resulting in your delayed return. This benefit does not include costs associated with flight change.

D. Optional Extensions- Coverage under this policy can be extended provided that:

- a) a claim has not been made under this policy; and
- b) you have not experienced changes in your health since your effective date or departure date; and
- c) you remain eligible for insurance;
- d) the request for the extension is received prior to the expiry date of your coverage; and
- e) the required premium is charged to your credit card.

Note: The minimum premium is \$25 per extension. The cost of additional days of insurance will be calculated based on the total trip duration, the age of the *Insured* on the purchase date of the extension and using the premium schedule in effect at the time the extension is requested.

E. Premium Payment - The required premium is due and payable at the time of application and will be determined according to the rate schedule then in effect. Premium rates, policy terms and conditions are subject to change without prior notice. A minimum premium of \$25 applies. The premium is based on *your* age as of the purchase date. The *family* rate is calculated as two times the premium for the eldest adult age 60 or under. If the premium paid is insufficient for the period of coverage selected, the *Administrator Company* will:

- a) charge and collect any underpayment; or
- b) shorten the policy period by written endorsement if an underpayment in premium cannot be collected. Coverage will be null

and void if the premium is not received, if a cheque is not honoured for any reason, if credit card charges are invalid or if no proof of your payment exists.

- F. Family Coverage** - *Your* policy provides coverage for *you* and *your spouse*, both age 60 or under, and *your child(ren)* named on the application. if:
- a) coverage dates are the same for all family members;
 - b) all family members live at the same address while in Canada; and
 - c) the premium for family coverage is paid prior to the effective date of the policy, as shown on the application or confirmation of insurance.

G. Premium Refunds

1. If cancellation of *your* policy is requested prior to the effective date of *your* policy, the full premium is refunded.
2. If termination of *your* policy is requested because *you* must return to *your country of origin* prior to *your* scheduled return date, a partial amount (less an administration fee of \$40 per insurance policy) of the premium paid will be refunded, provided no claim has been incurred at any time during *your* trip.

Note: Requests for refunds must be made in writing within 90 days of *your* policy expiry date to the *Administrator Company*. If the *Administrator Company* receives satisfactory proof (e.g. airline ticket or customs/ immigration stamp) of *your* actual return date to *your country of origin*, *your* refund will be calculated from that date, otherwise calculation of such refunds will be based on the postmarked date of *your* written request. No refund will be issued if the amount of premium to be reimbursed is less than \$20 per policy.

For policies with coverage of \$100,000 or over and with a duration of one year (super visa):

1. Full policy refund will only be granted if the government rejected *your* super visa application. *You* must provide evidence of a super visa rejection letter from the government for a full premium refund prior to the effective date of *your* policy.
2. If termination of *your* policy is requested after the effective date, *you* must provide evidence of a boarding pass and e-ticket from the airline for a partial premium refund. There must be no claims incurred at any time during the policy period. An administration fee of \$40 per insurance policy applies.

H. Coverage Offered - his plan provides coverage

for the *reasonable and customary costs* incurred by *you* in case of *emergency* occurring while in Canada or while on a temporary visit to another country (other than *your country of origin*) provided *you* spend at least 51% of *your* covered trip's duration in Canada.

The Insurer will pay such eligible expenses, less any applicable *deductible*, up to the amount shown in the schedule of fees set by the government health insurance plan in *your* province or territory of residence for non-Canadian residents and only in excess of those reimbursable by any group or individual, private or public plan or contract of insurance, including any auto insurance plan.

Subject to all terms and conditions of the policy, the following benefits are payable to a maximum of the *sum insured* insofar as such services are

medically necessary. Benefit limits are per *Insured Person*, per trip including any extension.

- I. **Deductible:** For *Insured Persons* age 85 or younger, there is no *deductible* unless *you* selected the \$100, \$1,000 or \$3,000 *deductible* option. A *deductible* of \$500 applies to *Insured Persons* age 86 or older. *Deductibles* apply per *Insured Person*, per trip.

If *you* select the disappearing *deductible* option as indicated on *your* confirmation of insurance a \$2,500 *deductible* amount applies per claim to each *sickness*-related claim when eligible expenses, per claim, are \$2,500 or less. If the *sickness*-related claim amount is in excess of \$2,500 per claim, the *deductible* amount is waived and eligible expenses will be reimbursed back to the first dollar. Any *deductible* for *accident* related claims will not be affected.

SECTION V: BENEFITS

1. Hospital Accommodation:

- a) *Reasonable and customary costs* up to the ward rate or coronary care or intensive care unit when *medically necessary*;
- b) Treatments on an outpatient basis in a *hospital*.

2. Medical Services: *Medical treatment* by a *physician*, surgeon, anaesthetist or registered graduate nurse (other than an *immediate family member*). Follow-up visits as prescribed by the attending *physician* at the time of the *emergency* and directly related to the covered *sickness*, *injury* or symptom are covered until the attending *physician*, or *Ontime Care's* medical team declares the end of the medical *emergency*.

3. Diagnostic Services: Laboratory tests and X-rays prescribed by the attending *physician* when performed at the time of the *emergency*. Note: This policy does not cover magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, digital x-rays, sonograms, ultrasounds or biopsies unless such services are approved in advance by *Ontime Care*.

4. Private Duty Nursing: The professional services of a registered private nurse (other than by an *immediate family member*) as the result of a covered *emergency*, when *medically necessary* while *hospitalized*, when ordered by the attending *physician* and approved in advance by *Ontime Care*.

5. Ambulance Services:

When reasonable and *medically necessary*, licensed ground ambulance service (also covers taxi fare in lieu of ground ambulance) to the nearest *hospital*.

6. **Prescription Drugs:** Drugs, serums and injectables that can only be obtained upon medical prescription, that are prescribed by a *physician* and that are supplied by a licensed pharmacist when required as a result of an *emergency* limited to a 30-day supply per prescription, except while *you* are *hospitalized*. This benefit does not cover drugs, serums and injectables necessary for the continued stabilization of a chronic medical condition, except in case of *emergency*.

Note: To file a claim, *you* must provide original receipts issued by the pharmacist, *physician* or *hospital*, indicating the total cost, prescription number, name of medication, quantity, date and name of the prescribing *physician*.

7. **Medical Appliances:** When prescribed by a *physician* following a covered *emergency* and approved in advance by *Ontime Care* the temporary rental of minor appliances such as casts, splints, canes, slings, trusses, braces, crutches or wheelchair not to exceed the purchase price.

8. **Paramedical Services:** Treatment provided by a *paramedical practitioner* up to a maximum of \$500 per *paramedical practitioner*, provided such treatment is prescribed by a *physician* for the covered medical *emergency* and approved by

Ontime Care.

9. **Acupuncture Treatment:** When a 365-day JF Visitor to Canada Insurance policy is purchased, up to a maximum of \$500 for acupuncture treatments required as a result of a covered medical *emergency*. Treatments must be performed by a Canadian licensed acupuncturist. This benefit does not cover herbal medicines or other products that do not have a DIN number. (Please refer to SECTION VII – EXCLUSIONS #13.).
10. **Treatment of Dental Accident:** *Emergency* dental treatment to a maximum of \$3,000 to repair or replace sound natural teeth or repair dentures or other dental devices as result of an accidental blow to the face. *You* must consult a *physician* or a dentist immediately following the *injury*. Treatment must take place before *you* return to *your country of origin*. An *accident* report is required from the *physician* or dentist for claims purposes.
11. **Emergency Relief of Dental Pain:** *Emergency* treatment for the relief of acute pain to natural teeth, excluding fillings and repairs to dentures or other dental devices, to a maximum of \$500 during the coverage period.
12. **Accidental Death & Dismemberment (Including Flight Accident):** Up to the *sum insured* or a maximum \$150,000 per person for loss of life, limb or sight of an *Insured Person* as a result of an *injury* sustained during the period of coverage.

Benefits are payable as follows:

- a) Up to 100% for loss of life, double dismemberment or loss of sight in both eyes.
- b) Up to 50% for single dismemberment or loss of sight in one eye. Loss of hand or hands, or foot or feet means severance through or

above the wrist joint or ankle joint.

Loss of sight means total and irrecoverable loss of the entire sight.

Only one amount is payable (the largest) if *you* suffer more than one of these losses. The loss must occur within 90 days of the *accident* causing the *injury*.

If *your* body has not been found within 52 weeks from the date of the *accident*, it will be presumed, subject to evidence to the contrary, that *you* suffered loss of life.

If the total claims for the same *accident* exceed \$300,000, the Insurer's liability for that *accident* is limited to \$300,000 which will be shared proportionately among all claimants involved in the same *accident* and who are covered under a JF Visitor to Canada Insurance policy underwritten by the Insurer.

13. **Repatriation:** When approved in advance and arranged by *Ontime Care*. (Please refer to SECTION VI - LIMITATIONS AND RESTRICTIONS #8 - Transfer or Medical Repatriation.)
 - a) up to the cost of a one-way economy airfare to return *you* to *your country of origin*; or
 - b) the fare for additional airline seats to accommodate a stretcher or medical attendant, to return *you* to *your country of origin*.
14. **Preparation and Return of Remains:** In the event of death, up to a maximum of \$10,000 towards the actual cost incurred for preparation of remains and homeward transportation of the deceased *Insured Person* to his/her country or origin; or up to a maximum of \$4,000 for cremation and/or burial at the place of death of the *Insured Person*. The cost of the casket or urn is not covered by this benefit.

SECTION VI: LIMITATIONS AND RESTRICTIONS

1. Pre-approval of Surgery, Invasive Procedure, Diagnostic Testing and Treatment

Ontime Care must approve in advance any surgery, invasive procedure (including, but not limited to, cardiac catheterization), diagnostic testing or treatment prior to *you* undergoing such procedure. It remains *your* responsibility to inform *your* attending *physician* to call *Ontime Care* for approval, except in extreme circumstances where such action would delay surgery required to resolve a life-threatening

medical crisis. *You* will be responsible for any expenses that are not payable by the Insurer.

2. Notice to *Ontime Care*

You must contact *Ontime Care* prior to seeking *medical treatment*. If it is not reasonably possible for *you* to contact *Ontime Care* prior to seeking treatment due to the nature of *your emergency*, *you* must have someone else call on *your* behalf or *you* must call as soon as medically possible. If *you* fail to notify *Ontime Care*, coverage will be limited to 70% of eligible expenses.

3. **Inability to Obtain Medical Records**

Once *you* are deemed medically stable to return to *your country of origin* (with or without a medical escort) in the opinion of *Ontime Care* or by virtue of discharge from *hospital*, *your emergency* is considered to have ended, whereupon any further consultation, treatment, recurrence or complication related to the *emergency* will no longer be eligible for coverage under this policy. Coverage may be provided under SECTION IV - #6 Recurring Stable Pre-Existing Medical Conditions Coverage.

4. **Limitation of Benefits**

If *you* pay eligible expenses directly to a health service provider, these services will be reimbursed to *you* on the basis of the *reasonable and customary costs* that would have been paid directly to the provider by *Ontime Care*. Medical charges *you* pay may be higher than this amount; therefore *you* will be responsible for any difference between the amount *you* paid and the *reasonable and customary costs* reimbursed by the Insurer.

5. **Availability and Quality of Care**

In the event that the Insurer is unable to obtain medical records from *your country of origin*, *your* medical history will be based on information developed from *your* attending *physician's* report, medical examination or other sources of pertinent information.

6. **Benefits Limited to Incurred Expenses**

If any of the benefits are duplicated under a similar benefit or under another insurance

coverage in this policy or another policy issued by the Insurer, the maximum *you* are entitled to is the largest amount specified under any one benefit or insurance coverage. The total amount paid to *you* from all sources cannot exceed the actual expenses *you* incur.

7. **Availability and Quality of Care**

The Insurer, the *Administrator Company* or *Ontime Care* shall not be held responsible for the availability or quality of any *medical treatment* (including the results thereof) or transportation, or *your* failure to obtain *medical treatment* while on a covered trip.

8. **Transfer or Medical Repatriation**

During an *emergency* (whether prior to admission, during a covered *hospitalization* or after *your* release from *hospital*), *Ontime Care* reserves the right to:

- a) transfer *you* to one of its preferred health care providers, and/or
- b) return *you* to *your country of origin*, for *medical treatment* of *your sickness* or *injury* without danger to *your* life or health. If *you* choose to decline the transfer or return when declared medically stable by *Ontime Care*, the Insurer will be released from any liability for expenses incurred for such *sickness* or *injury* after the proposed date of transfer or return. *Ontime Care* will make every provision for *your* medical condition when choosing and arranging the mode of *your* transfer or return and, in the case of a transfer, when choosing the *hospital*.

SECTION VII: EXCLUSIONS

This insurance does not cover losses or expenses caused directly or indirectly, in whole or in part, by:

1. *Pre-existing medical condition(s)*.

Note: This exclusion is waived for any *stable pre-existing medical condition* if *you* have paid for the *stable pre-existing medical condition* coverage option.

2. **For policy extensions only:** *Sickness* or *injury* which first appeared, was diagnosed, or received treatment prior to the effective date of the insurance extension.

3. Any *sickness* or symptoms which manifested during the waiting period.

4. Expenses for which no charge would normally be made in the absence of insurance.

5. Committing or attempting to commit an illegal act or a criminal act by an *Insured Person*.

6. Any risk from: war or act of war, whether declared or undeclared; invasion or act of a foreign enemy; declared or undeclared hostilities; civil war; *terrorism*; riot; rebellion; revolution or insurrection; military power or any service in the armed forces.

7. An *Insured Person's* suicide, attempted suicide or self-inflicted *injury* whether sane or insane.

8. A disorder, disease, condition or symptom that is emotional, psychological or mental in nature unless *you* are *hospitalized*.

9. Any loss, *sickness*, *injury* or death related to the misuse, abuse, overdose or chemical

- dependence on medication, drugs, alcohol or other intoxicant, whether sane or insane.
10. Treatment or surgery during a trip when the trip is undertaken for the purpose of securing or with the intent of receiving medical or *hospital* services, whether or not such trip is taken on the advice of a *physician* or surgeon.
 11. Treatment or *hospitalization* of mother or *child(ren)* as a result of pregnancy, miscarriage, childbirth or complications of any of these conditions.
 12. The replacement of an existing prescription, whether by reason of loss, renewal or inadequate supply, or the purchase of drugs and medications (including vitamins) which are commonly available without a prescription or which are not legally registered and approved in Canada or which are not required as a result of an *emergency*.
 13. *Hospitalization* or services rendered in connection with general health examinations for "check-up" purposes, treatment of an ongoing condition, regular care of a chronic condition, home health care, preventative medicines or vaccines, investigative testing, rehabilitation or ongoing care or treatment in connection with drugs, alcohol or any other substance abuse.
 14. Non-compliance with any prescribed medical therapy treatment (as determined by *Ontime Care*) or failure to carry out a *physician's* instructions.
 15. Non-compliance with any prescribed medical therapy treatment (as determined by the *Ontime Care*) or failure to carry out a *physician's* instructions.
 16. Treatment, surgery, medication, services or supplies that are not required for the immediate relief of acute pain or suffering, or that *you* elect to have provided outside *your country of origin* when medical evidence indicates that *you* could return to *your country of origin* to receive such treatment, whether *you* intend to or not. The delay to receive treatment in *your country of origin* has no bearing on the application of this exclusion.
 17. Cardiac catheterization, angioplasty and/or cardiovascular surgery including any associated diagnostic test(s) or charges unless approved by *Ontime Care* prior to being performed, except in extreme circumstances where such surgery is performed on an *emergency* basis immediately upon admission to a *hospital*.
 18. Magnetic resonance imaging (MRI), computerized axial tomography (CAT) scans, digital x-rays, sonograms, ultrasounds or biopsies unless approved in advance by *Ontime Care*.
 19. Expenses in *your country of origin*.
 20. *Emergency* air transportation and/or car rental unless approved and arranged in advance by *Ontime Care*.
 21. Cataract surgery or regular eye check-up by an optometrist.
 22. Upgrading charges and cancellation penalties for airline tickets, unless approved in advance by *Ontime Care*.
 23. Participation in:
 - a) any sports as a professional athlete (person who engages in an activity as one's main paid occupation);
 - b) any competitive motorized sporting events, racing or speed contests;
 - c) scuba diving (unless *you* hold a basic SCUBA designation from a Canadian certified school), hang-gliding, rock climbing, paragliding, skydiving, parachuting, bungee jumping, mountaineering.
 24. Operating any type of aircraft or travelling as a passenger on a non-commercial flight.
 25. The purchase or replacement cost (prescribed or not), loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses, or prosthetic teeth, limbs or devices and prescription resulting therefrom.
 26. Fillings, crowns, bridges, root canals and repairs to dentures or other dental devices except as specifically provided under Section V – Benefits #10 – Treatment of Dental *Accident*.
 27. Medical examinations performed at the request of a third party (including medical examinations for immigration purposes) or consultations with a *physician* by telephone or e-mail.
 28. Contamination resulting from radioactive material or nuclear fuel or waste or the release of weapon(s) of mass destruction (nuclear, chemical or biological).
 29. Travel to, from or through any country, region or city for which, prior to *your* departure date, the Canadian Government, or any department thereof, has issued an advisory warning to "Avoid All Travel" or to "Avoid Non-Essential Travel" during the time of *your* trip if the loss is the result of the reason for which the warning was issued. This exclusion only applies to temporary visits outside of Canada.

SECTION VIII: EMERGENCY TRAVEL ASSISTANCE

Ontime Care answers *your* questions 24 hours a day, seven days a week.

From Canada and the U.S., call TOLL FREE 1-866-209-5804

From anywhere call COLLECT 1-905-707-9555

1. **Emergency Call Centre**

No matter where *you* are, professional assistance personnel are ready to take *your* call.

Please consult *your* insurance card for *emergency* numbers.

2. **Benefit Information**

Explanation of *your* policy is available to *you* and to the medical providers who are treating *you*.

3. **Case Management**

Our experienced and professional team, available

24 hours a day, will monitor the services given in the event of an *emergency*.

4. **Interpretation Service**

We can connect *you* to a foreign language interpreter when required for *emergency* services in foreign countries.

5. **Direct Billing**

Whenever possible, we will instruct the *hospital* or clinic to bill *Ontime Care* directly.

6. **Claims Information**

We will answer any questions *you* have about the eligibility of *your* claim, our standard verification procedures and the way that *your* policy benefits are administered.

SECTION IX: HOW TO FILE A CLAIM

1. **You must substantiate *your* claim by providing all documents listed below. (The Insurer, *Administrator Company* or *Ontime Care* are not responsible for charges levied in relation to any such documents.)**

- a) A completed claim form (provided by *Ontime Care* or *Administrator Company* upon notification of claim).
- b) Original itemized bills from the licensed medical provider(s) stating the patient's name, diagnosis, date and type of treatment, and the name, address and telephone number of the provider, as well as the original transaction documents proving that payment was made to the provider.
- c) Original prescription drug receipts from the pharmacist, *physician* or *hospital* indicating the name of the prescribing *physician*, prescription number, name of preparation, date, quantity and total cost.
- d) Any other documentation that may be required by *Ontime Care*.

Note: If *you* refuse or fail to sign the medical authorization form or refuse to provide any information pertinent to *your* claim, it may result in a delay in processing *your* claim. (Please refer

to SECTION XI – STATUTORY CONDITIONS #5.)

2. **Payment of Benefits**

All payments are payable to *you* or on *your* behalf. Benefits for loss of life are made to *your* estate unless another beneficiary is designated in writing to *Ontime Care* or the *Administrator Company*. Any claims paid to *you* will be payable in Canadian funds. If *you* have paid a covered expense, *you* will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made to *you*. No sum payable shall bear interest.

3. **Send all pertinent documents to:**

Ontime Care Worldwide Inc.
15 Wertheim Court, Suite 512,
Richmond Hill, ON L4B 3H7

Please indicate *your* policy number on all correspondence.

***You* may be eligible to submit *your* claim online. Please visit eclaim.jfgroup.ca to check the requirements.**

SECTION XI: GENERAL PROVISIONS

1. Subrogation

If *you* suffer a loss covered under this policy, *Ontime Care* is granted the right from *you* to take action to enforce all *your* rights, powers, privileges and remedies upon making payment or accepting the claim to the extent of the incurred losses, against any person, legal person or entity which caused such loss.

Additionally, if No Fault benefits or other collateral sources of payment of expenses are available to *you*, regardless of fault, the Insurer is granted the right to make a demand for, and recover those benefits. If the Insurer institutes an action, the Insurer may do so at its own expense, in *your* name, and *you* will attend at the place of loss to assist in the action. If *you* institute a demand or action for a covered loss, *you* shall immediately notify the Insurer so that the Insurer may safeguard its rights.

You must not take any action or execute any documents after the loss that will prejudice the Insurer's right to such remedies.

2. **Assignment of Benefits:** Where the Insurer has paid expenses or benefits to *you* or on *your* behalf under this policy, the Insurer has the right to recover, at its own expense, any benefits available to *you* from any applicable source or any insurance policy. This policy also allows the Insurer to receive, endorse and negotiate eligible payments from those parties on *your* behalf.

3. Other Insurance

This insurance is a second payor plan. For any loss or damage *Insured* by, or for any claim payable under any other liability, group or individual basic or extended health insurance plan, or contracts including any private or provincial or territorial auto insurance plan providing *hospital*, medical, or therapeutic coverage, or any other insurance in force concurrently herewith, amounts payable hereunder are limited to those covered benefits incurred outside *your country of origin* that are in excess of the amounts for which *you* are *Insured* under such other coverage.

Specifically for injuries as a result of an automobile *accident* in Ontario, if *you* are designated catastrophically impaired under the Schedule of *Accident* Benefits under the Ontario Insurance Act, after benefits have been paid under this policy, said benefits are secondary to the Schedule of *Accident* Benefits and the

Company is entitled to invoke the Assignment of Benefit provision of this policy to recover the benefits paid under this policy.

4. **Right of Recovery:** In the event that *you* are found to be ineligible for coverage, any benefit is paid in error, payment is made in excess of the amount allowed under the provisions of this policy, a claim is found to be invalid, or benefits are reduced in accordance with any policy provision, the Insurer has the right to collect from *you* any amount which has been paid on *your* behalf to medical providers or other parties or seek reimbursement from *you*, *your* estate, any institution, Insurer or person to whom payment was made.
5. **Limitation on Liability:** The Insurer's liability under the policy is limited solely to the payment of eligible benefits, up to the maximum amount for any loss or expense. Upon making payment under this policy the Insurer and/or *Administrator Company* and/or *Ontime Care* do not assume any responsibility for the availability, quality or results of any *medical treatment*, or *your* failure to obtain *medical treatment* or transportation and they cannot be held liable for any negligence, wrongful acts or omissions of any service providers.
6. **Misrepresentation and Non-disclosure**
The entire coverage under this policy shall be void if the Insurer determines whether before or after loss, *you* have concealed, misrepresented or failed to disclose any material fact or circumstance concerning *your* policy or *your* interest therein, or if *you* refuse to disclose information or permit the use of such information, pertaining to any of the *Insured Persons* under this contract of insurance.
7. **Arbitration**
Notwithstanding any clause in the present policy, the parties hereto undertake to submit to an arbitration procedure, to the exclusion of the courts, any present or future dispute relating to a claim. The arbitration proceedings shall be governed by arbitration laws in force in the province or territory where this policy was issued. The parties agree that any action will be referred to arbitration.
8. **Applicable Law**
This policy is governed by the laws of the province or territory where this policy was issued. Any action or proceeding against the Insurer for recovery of claims under this policy must

commence within 2 years from the date on which the cause of action arose. If however, this limitation is invalid according to the laws of the province or territory where this policy was issued, *you* must commence any legal action within the shortest time limit permitted by the laws of that province or territory. Despite any other provisions contained in this policy, this policy is subject to the statutory conditions of the Insurance Act respecting contracts of *accident* and *sickness* insurance.

9. **Safeguarding Your Privacy**

The Insurer is committed to protecting *your* privacy. Collecting personal information about *you* is essential to the ability to offer *you* high-quality insurance products and services. The information provided by *you* will only be used for determining *your* eligibility for coverage under the policy, assessing insurance risks, managing and

adjudicating claims and negotiating or settling payments to third parties. This information may be shared with third parties, such as other insurance companies, health organizations and government health insurance plans to adjudicate and process any claim. In the event that we must share *your* information with a third party who conducts business outside of Canada, there is a possibility that this information could be obtained by the government of the country in which the third-party conducts business. We take great care to keep *your* personal information accurate, confidential and secure.

Our privacy policy sets high standards for collecting, using, disclosing and storing personal information. If *you* have any questions about the company's privacy policy, please visit www.orican.com/privacy, or contact our Privacy Officer at privacy@orican.com or 1-800-530-5446

SECTION XI: STATUTORY CONDITIONS

1. **The Contract** - The application, this policy, any document attached to this policy when issued, and any amendment to the contract agreed upon in writing by the Insurer after the policy is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.
2. **Waiver** - The Insurer shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the Insurer.
3. **Copy of Application** - The Insurer shall, upon request, furnish to the *Insured* or to a claimant under the contract a copy of the application.
4. **Material Facts** - No statement made by *you* at the time of application for this contract shall be used in defence of a claim under or to avoid this contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.
5. **Notice and Proof of Claim** - *You* or a beneficiary entitled to make a claim, or the agent of any of *you*, shall:
 - a) give written notice of claim to *Ontime Care* by delivery thereof or by sending it by registered mail to *Ontime Care* not later than 30 days from the date the claim arises under the contract on account of an *accident* or *sickness*;
 - b) within 90 days from the date a claim arises under the contract on account of an *accident* or *sickness*, furnish to *Ontime Care* such proof of claim as is reasonably possible in the circumstances of the happening of the *accident* or the commencement of the *sickness*, and the loss occasioned thereby, the right of the claimant to receive payment, his or her age, and the age of the beneficiary if relevant; and
 - c) if so required by *Ontime Care* or the Insurer, furnish a satisfactory certificate as to the cause or nature of the *accident* or *sickness* for which claim may be made under the contract.
6. **Failure to Give Notice or Proof** - Failure to give notice of claim or furnish proof of claim within the time prescribed by this statutory condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date of the *accident* or the date a claim arises under the contract on account of *sickness* if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.
7. **Insurer to Furnish Forms for Proof of Claim** - The Insurer shall furnish forms for proof of claim within 15 days after receiving notice of claim, but where the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the *accident*

or *sickness* giving rise to the claim and of the extent of the loss.

8. **Rights of Examination** - As a condition precedent to recovery of insurance money under this contract:

- a) the claimant shall afford to the Insurer and *Ontime Care* an opportunity to examine the *Insured Person* when and so often as it reasonably requires at a location and by a *physician* approved in the Insurer's sole discretion while the claim hereunder is pending; and
- b) in the case of death of the *Insured*, the Insurer and *Ontime Care* may require an

autopsy subject to any applicable laws relating to autopsies.

9. **When Money Payable** - All money payable under this contract shall be paid by the Insurer within 60 days after it has received proof of claim.

10. **Limitation of Actions** - Every action or proceeding against an Insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act, or other applicable legislation. The limitation period applies to all plans and benefits of this policy and to all endorsements thereof.

SECTION XII: IDENTIFICATION OF INSURER

JF Visitor to Canada Insurance is underwritten by Old Republic Insurance Company of Canada and administered by JF Insurance Agency Group Inc.

The *Insured* is requested to read this policy and if incorrect, return it immediately for alteration. In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to *Ontime Care Worldwide*.

To contact JF Insurance Agency Group Inc., please call 1-877-832-5541 or write to: info@jfgroup.ca

THIS POLICY CONTAINS CLAUSES WHICH MAY LIMIT THE AMOUNT PAYABLE